

**APPENDIX
PERFORMANCE MEASUREMENTS
(RESALE)**

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APPENDIX PERFORMANCE MEASUREMENTS**1. INTRODUCTION**

- 1.1 This Appendix sets forth the measurements, if met by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) demonstrate non-discriminatory access to **SBC-13STATE**'s Operations Support Systems (OSS) and cover the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.5 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.
- 1.7 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.8 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.9 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that

measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC-13STATE** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. DEFINITIONS

2.1 When used in this Appendix, the following terms will have the meanings indicated:

2.1.1 Performance Criteria

2.1.1.1 The target level of **SBC-13STATE** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that which **SBC-13STATE** achieves for itself in providing equivalent end user service as the Performance Criterion.

2.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. For certain Performance Measurements, a specific quantitative target has been adopted as the Performance Criterion. The determination of compliance is through the comparison of the measured performance delivered to CLEC and the applicable benchmark.

2.1.2 Performance Measures

2.1.2.1 The set of measures listed in all of Section 5 of this Appendix.

2.1.3 Non-compliance

2.1.3.1 The failure by **SBC-13STATE** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 5.

3. SPECIFIED PERFORMANCE STANDARDS

3.1 **SBC-13STATE** will meet the Performance Criteria contained in this Appendix, except for noncompliance with a performance measurement to the extent that such

noncompliance was the result of actions or events beyond **SBC-13STATE**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with **SBC-13STATE** or law; (iii) environmental events beyond **SBC-13STATE**'s control even though not considered "Force Majeure"; and (iv) problems associated with third-party systems or equipment which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **SBC-13STATE**.

4. RECORDS AND REPORTS

- 4.1 **SBC-13STATE** will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.
- 4.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.
- 4.3 CLEC will have access to monthly reports through an interactive Website.
- 4.4 UNE measurement categories included on the reports will be zero filled as that data is not applicable to resale services.

5. PERFORMANCE MEASUREMENTS

SBC-13STATE will provide the following Performance Measurements, in accordance with the Business Rules, under this Agreement:

5.1 Pre-Ordering/Ordering

- 5.1.1 **Measurement:** FOC Timeliness
Benchmarks:
***SBC-SWBT/SBC-AMERITECH**
All Res and Bus - 95%¹
Complex Bus - 94%
***PACIFIC/NEVADA**
Fully electronic flow through - average 20 minutes

¹ *Refer to INTERCONNECTION AGREEMENT: General Terms and Conditions, paragraph 2.10.1.

Electronically received/Manually handled - average 6 hours

Manually received/Manually handled – average 12 hours

SNET

90% ≤ 24 business hours (MSAP only)

5.1.2

Measurement:

Pre-Order Response Time

Benchmarks:***SBC-SWBT/SBC-AMERITECH**

Address Verification	4.7 sec
Request for Telephone Number	4.5 sec
Request for Customer Service Record (CSR)	6.6 sec.
Service Availability	6.6 sec.
Service Appointment Scheduling (Due Date)	1.0 sec.
Dispatch Required	12.6 sec.
PIC	Diagnostic only

***PACIFIC/NEVADA**

Mechanized:

Address Verification	4.5 sec
Request for Telephone Number	4.5 sec
Request for Customer Service Record (CSR)	10.0 sec.
Service Availability	8.0 sec.
Service Appointment Scheduling (Due Date)	2.0 sec.
Dispatch Required	11.0 sec.

Manual:

CSRs Standard – 95% in 4 hours²

SNET

98% ≤ 5 sec. (MSAP only)

5.1.3

Measurement: Percentage of Flow-Through Order

Benchmarks:***SBC-SWBT/SBC-AMERITECH**

Diagnostic only

***PACIFIC/NEVADA**

² *Refer to INTERCONNECTION AGREEMENT: General Terms and Conditions, paragraph 2.10.1.

Diagnostic only

SNET

Measure not available

5.1.4 **Measurement:** OSS Interface Availability**Benchmarks:*****SBC-SWBT/SBC-AMERITECH**

99.5%

***PACIFIC/NEVADA**Parity for systems used by both **PACIFIC/NEVADA** and CLEC.

99.25% for OSS interfaces used exclusively by CLECs.

SNET

98.9% (MSAP only)

5.1.5 **Measurement:** Completion Notice Timeliness**Benchmarks:*****SBC-SWBT/SBC-AMERITECH**

97%

***PACIFIC/NEVADA**

Fully electronic (orders that flow through) (LEX, EDI) – average 20 minutes

All other interfaces – 90% within 24 hours

SNET98% within \leq 2 hours (Dispatched Service Orders only)**5.2 Provisioning**5.2.1 **Measurement:** Installation Appointment Commitment**Benchmarks:*****SBC-SWBT/SBC-AMERITECH**POTS:³Resale POTS parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, and C order types). Design:Parity with **SBC-SWBT** retail***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

SNETPOTS: ParityDigital Specials: ParityAnalog Specials: Parity³ *Refer to INTERCONNECTION AGREEMENT: General Terms and Conditions, paragraph 2.10.1.

5.2.2 **Measurement:** Installation Trouble Reports

Benchmarks:

***SBC-SWBT/SBC-AMERITECH**

POTS:

Resale POTS parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, and C order types). Design: Parity with **SBC-SWBT** retail

***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

SNET

POTS: Parity

Digital Specials: Parity

Analog Specials: Parity

5.2.3 **Measurement:** Installation Interval

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

POTS:

Resale POTS parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, and C order types). Design: Parity with **SBC-SWBT** retail

***PACIFIC/NEVADA**

POTS: Parity⁴

Design: Parity

DSL: Parity

SNET

POTS:

Vertical Feature/Simple: Parity

Non Dispatched Parity

Dispatched Parity

Digital Specials: Parity

Analog Specials: Parity

DSL: No measure available.

⁴ *Refer to INTERCONNECTION AGREEMENT: General Terms and Conditions, paragraph 2.10.1.

5.2.4 **Measurement:** Delayed Order Interval

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

POTS:

Resale POTS parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, and C order types). Design:

Parity with **SBC-SWBT** retail

***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

SNET

No measure available.

5.3 Maintenance

5.3.1 **Measurement:** Repair Appointment Commitment

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

POTS:

Parity with Retail

***PACIFIC/NEVADA**

POTS: Parity

SNET

POTS: Parity

Digital Specials: Parity

Analog Specials: Parity

5.3.2 **Measurement:** Repeated Trouble Reports

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

POTS:

Parity with Retail

Design:

Parity with Retail

***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

SNET

POTS: Parity

5.3.3 **Measurement:** Mean Time to Repair

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

POTS:

Parity with Retail

Design:

Parity with Retail

***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

SNET

POTS: Parity

Digital Specials: Parity

Analog Specials: Parity

5.3.4 **Measurement:** Customer Trouble Report Rate

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

POTS:

Parity with Retail

Design:

Parity with Retail

***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

SNET

POTS: Parity

5.4 Billing

5.4.1 **Measurement:** Wholesale Bill Timeliness

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

95% within 6th work day

***PACIFIC/NEVADA**

99% within 10 days

SNET

No measure available.

6. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

- 6.1 Every resale service provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such resale service. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each resale service provided hereunder: introduction, definitions, interpretation, construction and severability; description and charges of service; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud by end users; deposits; billing and payment of charges; non-payment and procedures for disconnection; services; additional terms applicable to resale of services; ancillary services; network and service order conditions; dispute resolution; audits; responsibilities of SWBT; disclaimer of representations and warranties; limitation of liability; responsibilities of CLEC; indemnification; remedies; intellectual property; notices; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; delegation to affiliate; assignment; force majeure; taxes; non-waiver; customer inquiries; expenses; conflicts of interest; survival; appendices incorporated by reference; authority; counterparts; amendments and modifications; and entire agreement.